

# Exhibit E



D130757328

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ENTER

JAN 07 2021

THOMAS O. BERIDON, JUDGE

QUEENS TOWER RESTAURANT INC  
DBA PRIMAVISTA,

Plaintiff,

-vs.-

CINCINNATI FINANCIAL  
CORPORATION, et al,

Defendants.

Case No.: A 2001747

Judge Thomas O. Beridon

Entry Denying Motion to Dismiss

ENTERED

JAN 08 2021

This matter comes to the Court upon Defendants Cincinnati Financial Corporation, The Cincinnati Insurance Company, The Cincinnati Casualty Company, and Cincinnati Indemnity Company's ("Cincinnati Insurance") Motion to Dismiss Plaintiff Queens Tower Restaurant Inc Dba Primavista's ("Primavista") complaint. The motion is denied.

Cincinnati Insurance issued Primavista an all-risk insurance policy, which covers all losses except those specifically excluded. As such, the policy covered losses due to business interruption, extra expense, and actions of a civil authority. The policy did not contain a virus exclusion.

The State of Ohio declared a state of emergency in March 2020 and issued an order closing certain businesses, including Primavista, thus prohibiting patrons' access to the building.

Primavista made a claim for coverage; Cincinnati Insurance refused to cover Primavista's losses caused by Ohio's orders.

Primavista sued on behalf of itself and similarly-situated entities. Cincinnati Insurance moves to dismiss. In short, Cincinnati Insurance argues that there was



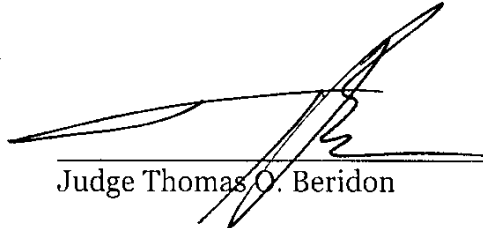
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property damage—which is a threshold issue under the policy—and therefore, there is no coverage.

This Court may not grant a motion to dismiss unless it “appear[s] beyond doubt from the complaint that the plaintiff can prove no set of facts entitling [it] to recovery.” *O'Brien v. University Community Tenants Union*, 42 Ohio St.2d 242, 327 N.E.2d 753 (1975), syllabus. This Court must take all material allegations in Primavista’s complaint as true, drawing all reasonable inferences in its favor. *Byrd v. Faber*, 57 Ohio St.3d 56, 60, 565 N.E.2d 584 (1991).

This Court finds that whether Covid-19 and/or Ohio’s orders caused property damage is a question of fact. As such, a reasonable jury could find that Primavista was entitled to coverage. Accordingly, Cincinnati Insurance’s Motion to Dismiss is Denied.

So Ordered.



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Judge Thomas O. Beridon

**PRAECIPE TO THE CLERK:** Please provide copies to all counsel and unrepresented parties.